

# CHECK OUT AT 10 A.M.

## VISITOR BOAT SLIP RESERVATION FOR SANDPOINT MUNICIPAL MARINAS

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**\*SLIP NO.:** \_\_\_\_\_ **\*CIRCLE MARINA:** CITY BEACH OR WINDBAG SLIP 701-705

**\*DATES OF USE:** \_\_\_\_\_ **TO** \_\_\_\_\_

(1 transient slip may be rented for a max of 2 week per month at City Beach and due to grant restrictions a max of 3 consecutive days per week at the Windbag)

**\*HULL REGISTRATION NO.:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **BOAT NAME:** \_\_\_\_\_

**\*MANUFACTURER** \_\_\_\_\_ **\*YEAR** \_\_\_\_\_ **\*COLOR:** \_\_\_\_\_

**\*TOTAL LENGTH** (including swim platform and bow pulpit): \_\_\_\_\_ **\*CIRCLE ONE:** POWER SAIL

**\*BOAT OWNER(S) NAME:** \_\_\_\_\_ ("Permittee")

**\*MAILING ADDRESS:** \_\_\_\_\_

**\*PERMITTEE'S DRIVERS LICENSE NO.:** \_\_\_\_\_

**\*HOME PHONE:** \_\_\_\_\_ **WORK:** \_\_\_\_\_ **CELL:** \_\_\_\_\_

**# OF DAYS** \_\_\_\_\_ **x** **SLIP FEE** \_\_\_\_\_ **=** \_\_\_\_\_

**BANK PROCESSING FEE**

**for all foreign checks, money orders, and cashier's checks** **\$5** **=** \_\_\_\_\_

**Check #** \_\_\_\_\_ **or Cash** **TOTAL FEE ENCLOSED:** \_\_\_\_\_

To make a reservation during peak season (June 15 to Sept 15), call the City Beach Shop (208) 263-3379 between 7:30 am and 3 pm, after hours leave a message. In progress and final reservations are on the City Web site at <http://sandpointidaho.gov> In progress reservations are displayed with an asterisk preceding the individual's last name Ex: \*SMITH. Payment for in progress reservations must be received by P&R within 7 days of being made or reservation will be canceled. Please make all checks, money orders, cashier's checks payable to City of Sandpoint in U.S. funds only. All foreign checks, money orders, and cashier checks are subject to an additional \$5 bank processing fee. Send payment with your Visitor Boat Slip Reservation to Sandpoint Parks and Rec. 1123 Lake Street Sandpoint ID 83864 or drop off in the drop box at the door of the City Beach Shop (green building near the boat launch). If paying by drop box, checks are recommended. For a cash receipt visit the shop during office hours. Once payment is received web site is updated and the asterisk is removed. Boats over 40' must make advance reservations; contingent on availability of adjacent slips. Use during off peak season is first come first serve and fees are to be paid in the drop box.

MARINA/ Slip #	SLIP SIZE	Total Fee (Including Invasive Species Fee)	SHORE POWER
Windbag 701,705	40'	\$40	no
Windbag 702, 703, 704	30'	\$31	no
City Beach: 41,42	35'	\$35	yes
City Beach: 26	30'	\$31	no
City Beach: 1, 2, 40	20'	\$25	no

**I/We have read, fully understand, and fully accept the terms of this permit agreement. (See Back)**  
**Date:** \_\_\_\_\_ **Boat Owner** \_\_\_\_\_

\*\*\*\*\*REMAINDER TO BE COMPLETED BY CITY\*\*\*\*\*

Slip Fee: \_\_\_\_\_ RR04  
 Local Invasive Species Fee: \_\_\_\_\_ CR06  
 \$5 Bank Service Fees: \_\_\_\_\_ (for applicants using a check drawn on a Canadian Bank) GG07  
 GRAND TOTAL: \_\_\_\_\_

Tentative Reservation taken on \_\_\_/\_\_\_/\_\_\_ Payment Received on \_\_\_/\_\_\_/\_\_\_ Web Calendar Updated \_\_\_ Access \_\_\_

## AGREEMENT

1. Grant of Permit. Permittee is granted a permit for the use of any one transient slip up to 2 weeks per month. The slip must be vacated on or before the end of the designated week. This Permit is to allow Permittee to dock the Boat at the Slip exclusively for personal recreational use of Permittee. Any commercial use of the Slip or Boat is a violation of the Permit and will result in its automatic termination and loss of all rights and privileges hereunder. This Permit is expressly conditioned upon Permittee's observation of the terms and conditions of this Permit, the rules and regulations of the Sandpoint Municipal Marina, and all regulations, ordinances and statutes of the City of Sandpoint (the "City"), Bonner County, the State of Idaho (the "State"), and any other governmental authority.

2. Assignment. This Permit is granted to Permittee, only, for the above Boat, only, and is not assignable to any other person, entity or to be used by any other boat.

3. Release of Claims. Permittee, and all those claiming through Permittee, release the City and the State and all of their respective departments, boards, commissions, officers, employees, and agents (collectively the "Released Parties") from any liability, claim, right or cause of action which now exists, or hereafter arises, whether known or unknown, out of or in any way related to the privileges granted in this Permit, the operation of the Sandpoint Municipal Marina, or the use or occupancy of the Slip. Permittee expressly covenants not to sue the Released Parties for any claim, right or cause of action which now or hereafter arises, whether known or unknown, equitable or legal, arising out of or in any way related to the privileges granted in this Permit, the operation of the Sandpoint Municipal Marina, or occupancy of the Slip.

4. Indemnification. Permittee shall defend, indemnify and save the Released Parties harmless from all claims, demands, causes of action, damage, liability and expense arising out of (a) Permittee's breach of this Permit; (b) the activities authorized by this Permit; (c) all losses, damage, or injury to person or property, or death arising under or in any way related to this Permit or the activities authorized by this Permit; or (d) claims of the Permittee, whether or not caused, in whole or in part, by the Released Parties.

5. Termination by the City. The City shall have the right to terminate this Permit with or without cause by giving notice to Permittee.

6. Emergency. In the event of an emergency affecting the slip, the Boat or auxiliary craft or other boats or persons or property, the City shall have the right (but not the obligation) to board and, if appropriate, move the Boat. In such event, Permittee will be billed at the local prevailing rates for the service rendered, and Permittee shall pay all costs incurred by the City on Permittee's behalf. Permittee shall defend, indemnify and hold the Released Parties safe and harmless from any and all liability, injury, loss, or damage caused by or resulting from an emergency situation.

7. Force Majeure. The failure of the City to fulfill any of its duties and obligations under this Agreement shall not be considered to be a breach or default of this Agreement in the event that such liability arises from an event of Force Majeure. "Force Majeure" is an event beyond the reasonable control of the City which makes the City's performance impossible or so impractical as reasonably to be considered impossible and includes, but is not limited to: war, riot, civil disorder, earthquake, nuclear accident, fire, explosion, flood or other adverse weather conditions, strikes, or confiscation or any other action by any government which defeats the City's ability to perform this Agreement.